

EXHIBIT A

AGREEMENT BETWEEN TIP AND CIC

This confirms the terms of agreement (the "Agreement") between The Idaho Painter (hereinafter referred to as "TIP") located at 10235 W Cayuse Ln Boise Idaho 83714, and Tom Huemiller, CIC Coatings ("CIC"), located at 2935 Almeta Lane, McKinney, Texas 75069 for the purposes of promoting and showcasing CIC Coatings and branded products Centurion Wood Coatings and any other branded products of CIC Coatings and affiliates (the "Products") on our blog and social media accounts to include, YouTube, Facebook, Tiktok, Pinterest, Twitter and Instagram, effective the 1st day of September 2021("Effective Date"). TIP and CIC Coatings may alternatively be referred to herein as a "Party" or collectively as the "Parties." The Parties agree as follows:

Services.

1. During the Term, TIP agrees to provide and personally participate in a package of sponsorship, promotional activities and events for the Products as outlined and agreed to by the Parties (herein after referred to as "Promotional Content"), for and on behalf of CIC in the category of cabinet paints and coatings.
2. CIC agrees to provide TIP with sufficient supplies of the Products and other promotional materials for use in fulfilling the promotional activities and creating the Promotional Content contemplated in this Agreement. In addition, CIC grants to TIP a non-exclusive, royalty free right and license to use CIC trademarks and logos as necessary and appropriate for the creation of the Promotional Content contemplated in this Agreement but only in accordance with and subject to all guidelines, limitations and restrictions.
3. In addition to the agreement for TIP to travel to Dallas for the September 4-7 tour of CIC facilities and meet-and-greet with CIC affiliates, TIP also agrees to travel 4 times during the term to promote and/or endorse CIC products, for example at trade shows, guest appearances, and or classes, in which both parties agree upon. CIC agrees to pay for all travel expenses for Chris and Lisa to attend.

Term: Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be from September 1, 2021 through and including August 31, 2022(the "Term"), renewable or extendable upon the mutual agreement of the Parties.

Compensation: On the Effective Date, CIC shall pay to TIP the sum of One Hundred Thousand Dollars (\$100,000) (the "Fee") as full compensation for the promotional services specified hereunder. Payment will be made in 4 quarterly payments and the 1st payment will be given at the start of the contract.

Termination.

1. If either Party breaches any material provision of this Agreement, the other Party may give the breaching Party written notice of the breach. In addition to any other remedies available at law or in equity, the non-breaching Party may terminate this Agreement by additional written notice to the breaching Party, if the breaching Party has not cured such breach within thirty (30) days after the receipt of the notice of breach.
2. If for any reason or event beyond a party's reasonable control ("Force Majeure Event"), such as, without limitation, acts of God, labor troubles, riots, terrorism, delays of commercial carriers, border crossing delays, restraints of public authority, sickness or injury, either Party is unable to perform its obligations under this Agreement, then such Party shall be relieved of responsibility for any such failure to perform its obligations hereunder until such time as the Force Majeure Event is removed or overcome; provided however that, at CIC's/ TIP's option, (a) the Term of this Agreement shall be extended by a period of time equivalent to the duration of the Force Majeure Event, without any additional compensation to TIP, but subject to TIP's reasonable availability, or (b) in the event the duration of any Force Majeure Event prevents performance on the part of TIP by a period of time exceeding thirty (30) days, CIC/TIP may terminate this Agreement by written notice to TIP/ CIC.
3. In addition to its other rights to terminate this Agreement, CIC and TIP may terminate this Agreement immediately on written notice in the following circumstances:
 - a. The parties or any of its officers, directors, or managerial employees commits any act or conduct that brings TIP/CIC into material public disrepute, contempt, scandal or ridicule, or which insults or offends the community, or which otherwise may reasonably cause or lead to injury to CIC/TIP Brands.
 - b. The parties or any of its officers, directors, or managerial employees becomes generally unable to personally fulfill their responsibilities under

this Agreement, including for example but without limitation, death or an extended illness or injury expected to endure for all or a majority of the then-remaining portion of the Term of this Agreement.

4. In the event of a termination of this Agreement pursuant to this Section caused by a breach by the parties or a Force Majeure Event affecting TIP or an event under sub-section 3 hereof, TIP shall refund to CIC a pro rata share of the Fee based on the number of days of the Term that this Agreement has been in effect prior to termination.
5. In addition to its other rights to terminate this Agreement, TIP may terminate this Agreement immediately on written notice to CIC in the following circumstances:

A. CIC or any of its officers, directors, or managerial employees commits any conduct that brings TIP into material public disrepute, contempt, scandal or ridicule, or which insults or offends the community, or which otherwise may reasonably cause or lead to injury to the brand or reputation of TIP.

6. Any termination of this Agreement shall be without prejudice to the rights of either Party against the other which have accrued up to the date of such termination and shall be in addition to any rights or remedies otherwise available at law or in equity.
7. Upon the termination of this Agreement for reason of breach or misconduct by CIC, CIC shall immediately cease all use, distribution, publication and display of all items and materials provided under this Agreement that utilize or include TIP including, without limitation, the video segments, TIP's name, biographical information, video and audio content, photographs, likenesses, voices, testimonials, interviews, quotes and any other mutually agreed advertising, marketing, publicity and promotional materials for the Products that reference TIP. Upon the expiration of the Term or the earlier termination of this Agreement for reason of breach or misconduct by TIP, CIC at its option but without obligation shall be entitled to continue any and all use, distribution, publication and display of any and all items and materials provided under this Agreement that utilize or include TIP, including, without limitation, the video segments, TIP's name, biographical information, video and audio content, photographs, likenesses, voices, testimonials, interviews, quotes and any other mutually agreed

advertising, marketing, publicity and promotional materials for the Products that reference TIP, for the remainder of the intended Term of this Agreement.

Ownership Rights. All materials including any work done, content created, or intellectual property developed by TIP related to the Promotional Content during the Term shall be and remain TIP's property.

Usage. TIP hereby licenses to CIC the non-exclusive, royalty-free right to use including, freely distribute, reproduce, and display the Promotional Content on CIC's owned and operated websites, and branded social media channels for the Term of the Agreement plus one (1) year (the "License Term"). For clarity, the License Term will expire on August 31, 2022. However, any of the Promotional Content that is shared, reposted, or featured on CIC owned social media channels during the License Term may remain published and does not need to be removed following the expiration of the License Term. For the avoidance of doubt, the Promotional Content may not be republished after the end of the License Term.

TIP agrees to give CIC the opportunity to negotiate for sole ownership of the Promotional Content after the expiration of the License Term.

Non Compete-For the avoidance of doubt, nothing contained in this Section and/or elsewhere in this Agreement is intended or shall be construed to prevent or preclude TIP from pursuing and/or participating in other endorsement, promotional, or personal appearance opportunities in connection with other products.

CIC Brands Product Advocate. TIP agrees to use its best good faith efforts which, at no time shall such effort deviate from what would be considered reasonable effort per industry standards, during the Term to mention CIC and the Products in available contexts (e.g., press interviews and trade shows) deemed appropriate by CIC and TIP, including without limitation events arranged by CIC and appropriate events independently arranged by TIP on their own behalf. Time permitting, TIP will request information from a designated CIC representative in advance regarding product information so that TIP can effectively discuss such matters when mentioning CIC as set forth above. CIC shall provide TIP with the name and contact information for such designated CIC representative on or before the Effective Date hereof but may provide TIP substitute contact information from time to time. CIC will supply product to TIP during the Agreement Term.

Indemnification. Each party shall be responsible for its own actions. Each party agrees to indemnify, hold harmless and defend the other party and that parties' directors, officers, employees, contractors and agents from and against any and all third

party claims, liabilities and losses however arising, under any theory, including reasonable attorneys' fees, in connection with, in whole or in part: (a) its breach of any representation and/or warranty of this agreement; (b) its or its employees' failure to comply with any applicable federal, state or local law; (c) any claim by its personnel for the payment of wages and/or other compensation or statutory benefits of employment; and, (d) its or its Employees' negligence or intentional misconduct.

CIC Insurance. CIC shall obtain and maintain in force and effect at its expense during the Term and for a period of two (2) years thereafter, an occurrence based commercial general liability insurance policy (which shall include (i) commercial general liability coverage, including, without limitation, liability coverage with respect to property damage, personal injury and product liability, in an amount of coverage reasonably adequate in view of all relevant circumstances but, in any event, with a limit of liability of not less than Two Million Dollars (USD \$2,000,000.00) per claim. CIC shall cause TIP to be added to such policy or policies of insurance as additional insureds. Further, such insurance policy or policies shall provide that the policy or policies shall not be cancelled or amended unless TIP has received thirty (30) days prior written notice of such change or cancellation from CIC's insurer. Prior to commencement of any services by TIP under this Agreement, CIC shall provide TIP with a Certificate of Insurance from CIC's insurer demonstrating compliance with the provisions of this Section.

Confidentiality/Non-Disclosure Agreement. TIP may be given access to trade secret and/or confidential business information of value to CIC including but not limited to, new product plans, marketing plans, customer information, competitive information, and the like.

In the event TIP is given access to any such trade secret or confidential information as contemplated by this paragraph, then TIP agrees to hold such trade secret and confidential information in confidence, refrain from disclosure to third-parties (unless CIC agrees otherwise in writing), and to refrain from any use thereof except for the purposes of this Agreement during the full Term hereof and for no less than five years following expiration or termination.

Assignability. This Agreement is for personal services by TIP and may not be assigned in whole or in part, including any of the individual rights and responsibilities hereunder, by TIP without the written approval of CIC.

Entire Agreement. This instrument constitutes the entire agreement between the Parties and cannot be modified except by a written instrument signed by an authorized officer CIC and TIP.

Choice of Law. This Agreement shall be governed by the laws of the State of Texas and the Parties agree and consent to the exclusive jurisdiction and venue for any and all disputes arising under this Agreement in the State and Federal Courts of Texas.

Other Understandings. The Parties to this Agreement acknowledge that it fully describes all the terms the Parties have agreed upon. The obligations set forth in this Agreement cannot be changed unless such changes are agreed to by both TIP and CIC in a writing signed by both Parties.

ACCEPTED AND AGREED to this 7th day of September, 2021.

The Idaho Painter



Chris Berry

ACCEPTED AND AGREED TO this 7th day of September, 2021.

CIC Coatings



Tom Huemiller, President and CEO